

## **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SITE JAB

*Plaintiff,*

v.

HISCOX INSURANCE COMPANY INC.

*Defendant.*

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C.A. NO. 4:23-CV-3853

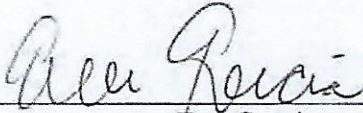
**AFFIDAVIT OF EVA GARCIA**

Before me, the undersigned authority, on this day personally appeared Eva Garcia, who upon her oath stated as follows:

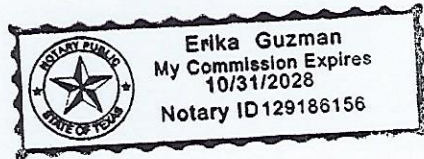
1. My name is EVA GARCIA. I am over the age of 18, of sound mind, and capable of making this affidavit.
2. I have personal knowledge of the facts stated herein because I am a custodian of records of SiteJab and I am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities.
3. The facts stated in this affidavit are true and correct.
4. Attached hereto are 73 page(s) of business records from SiteJab.
5. These records are kept by said Custodian of Records in the regular course of business, and it was in the regular course of business of SiteJab for an employee or representative of said business with the knowledge of the acts, events, happenings, and findings recorded to make the record or to transmit information thereof to be included in such record.
6. SiteJab kept the records in the course of regularly conducted business activity.
7. The record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original(s).


FURTHER AFFIANT SAYETH NOT.

SIGNED the 1 day of November 2024.

  
\_\_\_\_\_  
Eva Garcia

Signed and sworn to before me, the undersigned authority, on this 31<sup>st</sup> day of October 2024, to certify which witness my hand and seal of office.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Date: Friday, February 3rd 2023, 09:33:48 AM -06:00 CST  
Subject: Re: Site Jab / Date Reported 02-FEB-23; Hiscox Reference Number 100.210.946  
From: Eva Garcia <accounting@sitejab.com>  
To: <barry.rix@hiscox.com>  
Cc: Hector Garcia <hector@sitejab.com>

Good morning Barry,

Thank you for reaching out to us so quickly. We have filed a lawsuit against 6 former employees for conspiring to take down our business and even colluding with our clients. All of this happening while they were employed by SiteJab. Because of their actions, we have lost nearly \$1,000,000 in revenue in less than 3 months. This financial loss has been has been damaging to our overhead expenses. They also went into our servers and took down our clients website and put it on their servers, deleted our video footage and photos and removed files. All of that falls under intellectual theft of property.

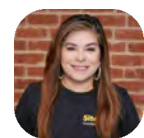
Based on our claims and with substantial evidence, the judge in Bexar County granted Temporary Restraining Orders to these former employees which prohibits engagement of any kind to our media partners, vendors and clients (past & present).

We have nearly 40 pages of evidence so if you need that as well to be part of our claim, please let me know and I can send it your way.

Attached please find the lawsuit filed in Bexar County San Antonio. Our hearing is set for Monday, February 6, 2023.

Thank you again, Barry and hope to hear from you soon!

Salud -



**Eva M. Garcia**

Accounting & HR, **SiteJab**

713-999-4661

accounting@sitejab.com

www.sitejab.com

1210 W. Clay Street, Suite 25, Houston, Texas 77019



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On February 2, 2023 at 7:00 PM CST [barry.rix@hiscox.com](mailto:barry.rix@hiscox.com) wrote:





Dear Hector,

I will be assisting you with your recent claim submission, which has been assigned **incident number 100.210.946**. Currently, I am reviewing your submission and policy documents. If you have any additional documentation that may help my review, please simply reply to this email and attach the document(s).

After I have completed my initial review, I will contact you to learn more about this matter, explain next steps, and answer any questions you might have. However, if you need immediate assistance, please feel free to contact me directly.

Going forward, please include your Incident number in all future correspondence as it will help me quickly identify your claim.

Kind regards,

**Barry Rix**  
**Senior Claims Examiner**  
Hiscox USA

T +1 480 214 8936

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**Twitter** [@HiscoxSmallBiz](https://twitter.com/HiscoxSmallBiz)

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For further information on how your information is used and your rights in relation to your information, please see our complete privacy policy at <https://www.hiscox.com/privacy-policy>.

CAUSE NO. \_\_\_\_\_

SITEJAB, LLC,  
Plaintiff

v.

JASON "JAY" MORENO, SERGIO PEREZ,  
MELISSA FUENTES, NATHAN AGUILAR,  
AMETHYST PEREZ, AND SAMANTHA  
MAYER,  
Defendants

IN THE DISTRICT COURT

\_\_\_\_ JUDICIAL DISTRICT OF

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES SITEJAB, LLC, Plaintiff herein, and files its Original Petition against Defendants JASON "JAY" MORENO, SERGIO PEREZ, MELISSA FUENTES, NATHAN AGUILAR, AMETHYST PEREZ, AND SAMANTHA MAYER (collectively "Defendants") and, in support thereof, Plaintiff shows as follows:

I.  
**DISCOVERY CONTROL PLAN**

1. Discovery in this case will be conducted under Level 2 of Rule 190.2, Texas Rules of Civil Procedure.

II.  
**PARTIES AND SERVICE**

2. Plaintiff SITEJAB, LLC ("SiteJab") is an entity organized and doing business in the State of Texas. Its principal office is located in Harris County, Texas, at 1210 W. Clay St, Suite 25, Houston, Texas 77019.

3. Defendant JASON “JAY” MORENO (“Moreno”) is an individual residing in Texas. He may be served at his residence at 8915 Timber Run, San Antonio, Texas 78250, or wherever he may be found.

4. Defendant SERGIO PEREZ (“Sergio”) is an individual residing in Texas. He may be served at his residence at 9758 Kremmen Pl, Boerne, Texas 78006, or wherever he may be found.

5. Defendant MELISSA FUENTES (“Fuentes”) is an individual residing in Texas. She may be served at her residence at 16550 Henderson Pass, Apt 305, San Antonio, Texas 78232, or wherever she may be found.

6. Defendant NATHAN AGUILAR (“Aguilar”) is an individual residing in Texas. He may be served at his residence at 9815 Acadian Dr, San Antonio, Texas 78245, or wherever he may be found.

7. Defendant AMETHYST PEREZ (“Amethyst”) is an individual residing in Texas. She may be served at his residence at 1914 Buffalo St, San Antonio, Texas 78211, or wherever she may be found.

8. Defendant SAMANTHA MAYER (“Mayer”) is an individual residing in Texas. He may be served at his residence at 550 Heimer Rd, Apt 1204, San Antonio, Texas 78232, or wherever she may be found.

### III. JURISDICTION

9. This Court has subject matter jurisdiction over this case under Article V, Section 8 of the Texas Constitution and Sections 24.007 and 24.008 of the Texas Government Code.

10. This Court has personal jurisdiction over the Defendants because they reside in and do business in the State of Texas.

IV.  
VENUE

11. Venue is proper in Bexar County under Sections 15.002 (a), (1), (2), and (3), 15.005, and 15.094 of the Texas Civil Practice and Remedies Code.

V.  
FACTS

12. SiteJab is a Houston-based website and marketing company experienced in creating, generating, promoting, organizing, and managing websites for other companies and strategically implementing branding and marketing goals and needs for their clients.

13. SiteJab generates revenue through the use and implementation of its technical and business information and its ability to utilize their intellectual property and methods, which gives it an edge over its competitors. SiteJab has invested years of experience and large sums of money in developing its special technical and business information. A great deal of SiteJab's technical and business information along with their client information is strictly kept as a trade secret or otherwise confidential because of the detriment that will be caused if this information were to get in the hands of its competitors.

14. A certain number of SiteJab's employees are given access to SiteJab's client information, trade secrets, and confidential information so that they may properly perform their job duties. This information is promised to the employees on exchange for the Plaintiff's employees signing a Non-Compete agreement upon employment. SiteJab diligently protects its trade secrets and confidential information, and in furtherance of this

mission requires employees to sign the Non-Compete Agreement ("NCA") who are given access to this information, which among other things strictly prohibits its employees from: (i) the unauthorized use or disclosure of proprietary trade secrets and confidential information to third parties, and (ii) the use or disclosure of proprietary trade secrets and confidential information subsequent to the termination of their employment. The NCA's signed by Defendants also requires that upon termination, they return all material containing proprietary trade secrets and confidential information in their possession.

15. Moreno and Sergio are former employees and executives of SiteJab. They both signed a NCA, upon their acceptance of their Offer of Employment and upon commencing their employment with SiteJab. Fuentes, Aguilar, Amethyst, and Mayer are also former employees of SiteJab.

16. While still employed by SiteJab, Moreno and Sergio met and conspired with the other Defendants and others to scheme and plan a way to directly compete with their Employer, SiteJab. Upon information and belief, the company was used to pull off this scheme and plan was that of Redflame Media with an address of 2379 NE Interstate 410 Loop, San Antonio, Texas 78217.

17. In the course of their planning, Defendants obtained, used and disclosed SiteJab's trade secrets and confidential information, including without limitation, information concerning SiteJab's client list and potential client list. In fact, Moreno and Sergio took information from the SiteJab server and copied it onto their own server and have even attempted to lock SiteJab out of their own server. Additionally, Sergio and Aguilar went into the SiteJab servers and network and deleted important and proprietary files and information off of the server at the severe detriment of SiteJab and its clients. Upon



information and belief, Defendants also took SiteJab's proprietary and confidential data as well, including confidential financial and client data.

18. In December of 2021, Defendant Moreno resigns after conducting an interview for a prospective SiteJab employee, Niko Howell, who later becomes employed by Moreno after Howell ignored Plaintiffs official offer of employment. To replace Moreno, SiteJab then promotes Sergio to fill such role.

19. In January of 2022, Moreno unintentionally sends invoices to SiteJab's accounting department, which discloses that Moreno had poached Plaintiff's clients. During the same month, SiteJab signed a lease on a new building in San Antonio to eventually occupy and run as its San Antonio nerve center.

20. Sometime in February of 2022, Defendants Fuentes and Amethyst were hired on as Account Managers for SiteJab by Defendant Sergio, wherein a close relationship between the three started to form. Upon information and belief, the relationship extended beyond employment at SiteJab.

21. Upon information and belief, as discord amongst staff began to spread due to the actions of Sergio, all Defendants continued to have multiple private meetings and conversations while on company time to strategize on different ways to sabotage SiteJab and how to continue to jeopardize current client relationships that were maintained by Plaintiff. These unauthorized meetings would continue until September of 2022, wherein the remaining SiteJab Defendants were terminated for failure to sign the mandatory Non-Disclosure Agreements.

22. Shortly after the termination of the Defendants, in early October of 2022, Plaintiff lost 4 clients, totaling \$450,000 in lost revenue. During this same time, Plaintiff

began receiving communications that Moreno and Sergio had been trying to get third parties to inquire about leasing or purchasing SiteJab's office building by stating that SiteJab was no longer going to be occupying the property. Additionally, at this same time, Plaintiff's staff audits the company laptops and communications of the terminated Defendants and discovers the length of the self-dealing and interference mentioned above as well as other items that disclose how long the Defendants had been planning on working and competing against SiteJab while they were still employed with Plaintiff. The substance of the communications uncovers purposeful negligence and a clear strategy by Defendants to destroy the owner of SiteJab and as many business relationships as possible between Plaintiff and its current clients.

23. In November of 2022, Plaintiff loses another client due to the actions of Defendants, removing another \$300,000 in revenue. It is also confirmed that Moreno and Howell are working together and have been working together in competing against Plaintiffs since the time Howell interviewed to work for SiteJab.

24. Most recently, on or about December 16, 2022, Fuentes sent an email to a current client of Plaintiff, knowingly and intentionally making false statements and claims with the sole intention of ruining and damaging the relationship between Plaintiff and the client. On December 20, 2022, the client terminated all marketing services with Plaintiff due to the actions of Fuentes, causing \$240,000 in lost revenue.

25. At the time of this filing, SiteJab has lost over \$900,000 in revenue due to the actions of the Defendants, plus the loss of goodwill and branding image that a value cannot be placed on and the damage cannot be calculated.

26. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

VI.  
CAUSES OF ACTION

Breach of Duty

27. Paragraphs 1 through 26 above are incorporated by this reference for all purposes herein.

28. As employees, a fiduciary relationship existed between the Plaintiff and Defendants.

29. The Defendants breached their fiduciary duty to the Plaintiff.

30. The Defendants' breach proximately caused injury to the Plaintiff or benefit to the Defendants.

31. The Plaintiff has been damaged by the Defendants' breach of duty.

Breach of Contract

32. Paragraphs 1 through 31 above are incorporated by this reference for all purposes herein.

33. Plaintiff entered into valid and enforceable contracts with the Defendants which, among other things, require Defendants to prevent the disclosure of the confidential and trade secret information to any third party and using or disclosing any of the confidential and proprietary information in subsequent employment. The agreements also require that upon termination Defendants are required to return all materials furnished to and all material prepared by them in connection with their employment at SiteJob.

34. SiteJab is the proper party to sue for the breach of contract. SiteJab performed under the agreements and gave Defendants valuable consideration that Defendants both acknowledged and signed off to in their respective agreements. The Plaintiff performed according to the terms of the contracts.

35. Defendants breached their respective contracts by disclosing SiteJab's confidential and proprietary trade secret information to third parties during and after employment, engaging in business to profit from the use and disclosure of SiteJab's confidential and proprietary trade secret information, and upon termination, not returning to SiteJab the materials furnished to and prepared by them in connection with their employment.

36. SiteJab has sustained, and continues to sustain, damages within the jurisdictional limits of this court as a result of the Defendants' breach.

Trade Secret Misappropriation

37. Paragraphs 1 through 36 above are incorporated by this reference for all purposes herein.

38. As acknowledged by both Defendants, SiteJab is the owner of proprietary trade secrets and confidential information that include its technical and business information.

39. Moreno and Sergio are continuing to use and disclose SiteJab's trade secrets in strict violation of a contractual relationship with SiteJab.

40. SiteJab has and continues to suffer injury as a result of the misappropriation of SiteJab's trade secrets by Defendants.

Conversion

41. Paragraphs 1 through 40 above are incorporated by this reference for all purposes herein.

42. SiteJab is the owner of its material it furnished to Defendants as well as any material Defendants prepared in connection with their employment with SiteJab. This includes, without limitation, documents, models, source code, designs, along with all copies made thereof. This material is SiteJab's personal property.

43. Defendants wrongfully exercised dominion over the property by not returning it to its rightful owner and/or keeping it to use in their own business plans and for-profit ventures.

44. As a result of the conversion of SiteJab's property committed by Defendants, SiteJab has suffered and continues to suffer injury.

Civil Theft

45. Paragraphs 1 through 41 above are incorporated by this reference for all purposes herein.

46. SiteJab is the owner of its material it furnished to Defendants as well as any material Defendants prepared in connection with their employment with SiteJab. This includes, without limitation, documents, models, source code, designs, and prospective client and investor lists, along with all copies made thereof. This material is SiteJab's personal property.

47. Defendants committed acts of theft of SiteJab's property.



48. As a result of the theft of its property by Defendants, SiteJab has sustained damages for which it may recover pursuant to the Texas Theft Liability Act, Chapter 134 of the Texas Civil Practice and Remedies Code.

Tortious Interference with Existing Contract

49. Paragraphs 1 through 48 above are incorporated by this reference for all purposes herein.

50. SiteJab had a valid contract with its employees Defendants and other Clients. Moreno and Sergio willfully and intentionally interfered with the contract by not only enticing other Defendants to disclose to them SiteJab's confidential and trade secret information, but to scheme and conspire to purposefully cause issues with SiteJab's client accounts to sabotage their business dealings. Further interference by Defendants includes stealing confidential information and trade secrets to use in direct competition with SiteJab, and also by reaching out to current Clients such as The Window Source Houston and San Antonio and causing the termination of such business relationship between the third party and Plaintiff.

51. This interference proximately caused SiteJab injury. SiteJab has and continues to incur actual damages and loses.

Conspiracy

52. Paragraphs 1 through 51 above are incorporated by this reference for all purposes herein.

53. Defendants were members of a combination of two (2) or more persons. The object of their combination was to accomplish an unlawful purpose.

54. Defendants had a meeting of the minds on the object or course of action. Each of the members has committed an unlawful, overt act to further the object or course of action.

55. As a proximate result of the wrongful acts committed by Defendants, SiteJab, LLC has suffered and continues to suffer injury.

Texas Racketeer Influenced and Corrupt Organizations (RICO) Violations

56. Paragraphs 1 through 55 above are incorporated by this reference for all purposes herein.

57. Pursuant to Title 11, Chapter 71, Section 71.02 of the Texas Penal Code, Defendants, in concert with each other, have committed a pattern of racketeering activity under the civil and criminal Racketeer Influenced and Corrupt Organizations Act (RICO), more specifically theft against Plaintiffs. Texas has adopted the Federal Standard in allowing plaintiffs in a civil RICO case to recover three times the amount in damages along with court costs and reasonable attorney fees. Under the RICO act, any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity are subject to RICO prosecution.

VII.  
ATTORNEYS' FEES

58. Paragraphs 1 through 57 are incorporated by reference.

59. SiteJab has presented its claims and demands in writing to Defendants prior to the filing of this petition. However, Defendants have failed to satisfy Plaintiff's claims and demands.

60. Plaintiff is entitled to the recovery of its attorneys' fees and costs incurred in the prosecution of these claims, under Sections 15.002 (a), (1), and (2), 15.05, and 134.004 of the Texas Civil Practice and Remedies Code.

VIII.  
APPLICATION FOR TEMPORARY RESTRAINING ORDER  
AND TEMPORARY INJUNCTION

61. Paragraphs 1 through 60 are incorporated by reference.

62. SiteJab requests a Temporary Restraining Order to maintain the status quo pursuant to Texas Civil Practice and Remedies Code Section 65.011. SiteJab asks this Court to enter a Temporary Restraining Order prohibiting Defendants:

- a. Using, distributing or disclosing in any manner any of SiteJab's proprietary trade secret or confidential information regarding SiteJab's current or prospective projects or clients;
- b. Using, distributing or disclosing in any manner any materials furnished to and all material prepared by Defendants in connection with their employment with SiteJab or incident thereto;
- c. Contacting SiteJab's employees, using SiteJab's prospective client data base, or using SiteJab's client list, to seek or obtain (or attempt to seek or obtain) a business relationship;
- d. Contacting or utilizing the services of SiteJab's clients, employees, consultants, advisors, suppliers and other vendors, including without limitation former employees from the years 2019 - 2022, to compete in any manner with SiteJab.

- e. Engaging in any form with any recently now cancelled clients, including  
The Window Source of SA, Houston & West Texas.

63. SiteJab will suffer imminent, irreparable harm for which no adequate remedy at law exists if Defendants are not enjoined from these actions.

64. SiteJab has no adequate remedy at law because damages from the conduct of Defendants are incalculable and could not serve as adequate compensation for the wrong inflicted on SiteJab.

65. Due to the relevant facts and evidence SiteJab has against them regarding their wrongful conduct, SiteJab will likely recover from Defendants.

66. SiteJab is willing to post a minimal bond.

67. There is not sufficient time to serve Defendants with this application for injunctive relief and conduct a hearing on the application because SiteJab will suffer imminent, irreparable injury, loss and/or damage. Moreover, immediate injunctive relief in the form of a temporary restraining order against the Defendants is necessary to restrain the Defendants from continuing the unauthorized activity as a direct competitor to SiteJab.

68. SiteJab asks the Court to set this Application for Temporary Injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants. If Plaintiff's Application for Temporary Restraining Order is not granted, irreparable harm is imminent because SiteJab's confidential and proprietary trade secret information will be disclosed and used to SiteJab's detriment by its former employees who have engaged in wrongful conduct and turned into direct competitors.

69. Immediate injunctive relief should be granted without notice by temporary restraining order. After notice and hearing, it is necessary that the injunctive relief be granted

and extended by a temporary injunction, and after final hearing, it is necessary that Defendants be permanently enjoined by a permanent injunction.

IX.  
CONDITIONS PRECEDENT

70. All conditions precedent to recovery occurred or were performed.

X.  
DEMAND

71. Plaintiffs demanded payment.

XI.  
RULE 47 STATEMENT

72. Plaintiffs seek monetary relief more than \$1,000,000.

XII.  
JURY DEMAND

73. Plaintiff demands a Jury Trial and tenders the appropriate fee with this petition.

XIII.  
REQUEST FOR DISCLOSURE

74. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

XIV.  
PRAYER FOR RELIEF

75. For these reasons, Plaintiffs ask that the Court issue citations for Defendants to appear and answer, and that Plaintiffs be awarded a judgment against Defendants for the following:



- a. Damages of sufficient amount to compensate Plaintiff for Defendants' wrongful conduct, in an amount within the jurisdictional limits of this Court, to be proven at trial.
- b. Temporary Restraining Order, Temporary Injunction and Permanent Injunction, as described hereinabove;
- c. Exemplary or punitive damages in the amount sufficient to make an example of Defendants and to prevent such wrongful conduct in the future;
- d. Pre-judgment and post-judgment interest at the legal rate;
- e. Court costs, costs for copies of depositions and fees for expert witnesses;
- f. Attorneys' fees; and
- g. All other and further relief to which Plaintiff shows itself entitled, either at law or in equity.

Respectfully submitted,

The Carmona Firm, PLLC  
PO Box 7137  
Houston, Texas 77248  
Tel: (832) 827-4529  
chris@carmonalawoffice.com

By: /s/ Chris Carmona  
CHRIS CARMONA  
State Bar No. 24072022  
ATTORNEY FOR PLAINTIFFS

VERIFICATION

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

BEFORE ME, the undersigned Notary Public on this day personally appeared Hector Garcia, who is the Managing Member of SiteJab, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn on his oath, deposed and said that he has read the foregoing Plaintiff's Original Petition, Application for Temporary Restraining Order and Temporary Injunction, and that the facts stated therein are within his personal knowledge and are true and correct.

By: 

HECTOR GARCIA

SUBSCRIBED AND SWORN TO before me on this \_\_\_\_\_ day of January 2023.

\_\_\_\_\_  
Notary Public, State of Texas

Date: Monday, February 13th 2023, 09:49:18 PM -06:00 CST  
Subject: Re: Employee Dishonesty  
From: Eva Garcia <accounting@sitejab.com>  
To: barry.rix@hiscox.com <barry.rix@hiscox.com>

Hello Barry - Sorry to email this so late. Attached is the invoice for the website which was taken from our servers and the client never paid for it.

Please let me know if you need anything else. If you can't reach me by phone, you can text (if allowed) or email me.

Thank you!

Salud -



**Eva M. Garcia**  
Accounting & HR, SiteJab

713-999-4661

accounting@sitejab.com

www.sitejab.com

1210 W. Clay Street, Suite 25, Houston, Texas 77019



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On February 9, 2023 at 2:01 PM CST [accounting@sitejab.com](mailto:accounting@sitejab.com) wrote:

Hello Barry - Attached please find our evidence showing former employees getting into our servers and removing website files of a client. This was done without our permission and we have filed a criminal case against him with San Antonio Police Department, SAPD. This website was built from scratch by our production team and values at \$10,000.

I still haven't heard from Sean but I will be waiting for his call.

Thanks so much for your help and let me know if you need anything else.

Salud -

SiteJab, LLC  
 1210 W Clay St  
 Houston, TX 77019 US  
 (713)999-4661  
[accounting@sitejab.com](mailto:accounting@sitejab.com)  
<http://sitejab.com>

Invoice 3457



**BILL TO**

Moses Torres  
 The Window Source San  
 Antonio  
 4703 Shavano Oak #103  
 San Antonio, TX 78209

DATE  
01/01/2023

PLEASE PAY  
\$10,000.00

DUE DATE  
01/01/2023

| DESCRIPTION  | QTY | RATE      | AMOUNT    |
|--|-----|-----------|-----------|
| Web Design:Design Services<br>100 page website - content, photos, video footage Included | 1   | 10,000.00 | 10,000.00 |

We appreciate your business. If you have any questions please  
 contact our accounting department at [accounting@sitejab.com](mailto:accounting@sitejab.com)

**TOTAL DUE**

**\$10,000.00**

THANK YOU.



**Eva M. Garcia**  
Case 4:23-cv-03853  
Accounting & HR, Sitejab

Document 14-1

Filed on 11/01/24 in TXSD

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📞 713-999-4661

✉️ [accounting@sitejab.com](mailto:accounting@sitejab.com)

🌐 [www.sitejab.com](http://www.sitejab.com)

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Dec 20, 2022



**The Window Source Of Houston**

restricted access to 10 items



C0081.MP4



C0106.MP4



C0108.MP4



C0111.MP4



C0100.MP4



C0123.MP4



C0124.MP4



C0122.MP4



C0116.MP4



C0098.MP4

[Show less](#)



Please enter your username or email address.  
You will receive an email message with  
instructions on how to reset your password.

Username or Email Address

Get New Password

Log in

← Go to The Window Source of San Antonio



Some customers are experiencing a delay in new site creation. Our team is currently investigating the issue. Please see our [Status Page](#) for the latest updates.

WPengine

Search sites

S

sitejab

Switch account

Sites

eCommerce

Flywheel  
Growth Suite

Users

Add-ons

Billing

Window Source San Antonio

Prd wssa1

WP Admin

phpMyAdmin

## Production

Overview

Domains

Redirect rules

Backup points

Access logs

Error logs

SFTP users

Git push

SSL

Utilities

Caching

Site migration

Go live checklist

Web rules

+ Add Staging

+ Add Development

## SFTP users

SFTP users allow you to securely connect others to your website's filesystem. [Learn more about SFTP users](#)

SFTP Address: wssa1.sftp.wpengine.com  
Port Number: 2222

All | Production

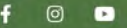
| Username        | Path | Environment |
|-----------------|------|-------------|
| wssa1-developer |      | Production  |
| wssa1-jay       |      | Production  |
| wssa1-migration |      | Production  |



Automated migration plugin users can quickly generate their SFTP credentials on our Site migration page.

[Go to migration page](#)

January Special: New Year! New Windows! Buy Now! 1st Payment 2024!



**THE WINDOW SOURCE®**  
Where Texas Shops for Windows and Doors



[About](#) [Windows](#) [Doors](#) [Siding](#) [Gutters](#) [Financing](#) [FAQs](#) [Contact Us](#)

(210) 742-4867

## Install Your Windows and We'll Pay for Your Energy Bill

### Get Started Now

Schedule with us today to see how you can install your windows now and pay later!

Opt-In For SMS Messaging

☒ Yes ☐ No

Which Product Are You Interested In?

☐ Windows ☐ Doors ☐ Siding  
☐ Gutters

How Many Windows Do You Have?

10-15



Please enter your username or email address.  
You will receive an email message with  
instructions on how to reset your password.

Username or Email Address

Get New Password

[Log in](#)

[← Go to The Window Source of San Antonio](#)



Printed by: Eva Garcia

Tags: Inbox, Inbox

Date: Tuesday, January 4th 2022, 09:16:02 AM -06:00 CST

Subject: Monthly Marketing Invoice

From: Jay Moreno <jay@redflamemedia.com>

To: <accounting@sitejab.com>

Good morning Joan,

I have a meeting with Terry this morning at MadDogs at 10am - afterwards can I drop by your office and pickup our monthly marketing checks? Let me know please.

Thanks,

Jay

**Jay Moreno**

Cell: (210) 388-1547

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**Client Portal, Billing & Support** <https://www.rfmcentral.com>

---

Date: Wednesday, January 5th 2022, 01:57:21 PM -06:00 CST

Subject: Mad Dogs Marketing - Warning

From: Hector Garcia via hector@sitejab.com <hector@sitejab.com>

To: Jay Moreno <jay@redflamemedia.com>

Cc: Sergio Perez <sergio@sitejab.com>, hr@sitejab.com <hr@sitejab.com>

Good morning Jay -

It has come to my attention from an erroneous email sent to our Accounting Department requesting payment for "Marketing Services" that you are now working with Mad Dogs.

Attached you will find your "Non-Compete" agreement signed by you. The agreement also puts you and "Mad Dogs" into a possible legal situation.

I am very disappointed in your **lack of honesty**.

That said I have no ill wishes for you - just wish you had been honest. You may have Mad Dogs and continue to provide extremely limited support for Window Source San Antonio (updating their contracts). Anything further needs our approval in regards to TWS San Antonio.

Further pursuit or communication to other SJ clients will result in a legal response.



**Hector Garcia**

Owner / Founder, SiteJab

📞 713-999-4661

📠 281-840-1403

✉ hector@sitejab.com

Printed by: Eva Garcia

Tags: Inbox, Inbox, Inbox, Inbox, Inbox

Date: Friday, December 10th 2021, 04:45:34 PM -06:00 CST

Subject: Notice

From: Aaron Selinkoff <aaron@maddogs.net>

To: Hector Garcia <hector@sitejab.com>, Jay Moreno <jay@sitejab.com>, Heather Barkley <heather@sitejab.com>

Hector, it has been a pleasure working with your group. We want to thank your entire organization. But we have made a business decision to end our contract with SiteJab effective January 10th, 2022. Please call me with any questions.

Aaron Selinkoff  
Director of Operations  
Mad Dogs Restaurant Group  
210-861-1750  
Maddogsgroup.com

## Re: letter of resignation



**jay@sitejab.com**

To: Hector Garcia

Subject: letter of resignation

DEC 14, 2021, 1:40 PM



Hector, I love you man - but after today's communication and the events of the past few months it's highlighted that this isn't what I want. My mental health and own wellbeing has to come first. This position and the role I am in isn't good for me, nor the company if I can't operate at 100%. I appreciate the opportunity you've provided and the memories we've created together but I can't do this anymore.

I'll do this meeting this afternoon but I can't continue on this path - it's going to lead me to an early grave. I did call you earlier but it went to voicemail, I've spoke at length with both Sergio and Estee and now with Shauna - this really isn't an easy decision for me. Shauna's extremely concerned about my mental state and wellbeing and has also asked that I quit.

I don't want to leave you high and dry but I think that Niko will be a great asset, and on paper has all the credentials and knowledge to step into my role if you needed someone to do that.


Deep down I know this is what's right for myself and my family, it's certainly nothing personal - and am truly devastated this hasn't worked out the way we planned.


Jay

**Jay Moreno | Creative Marketing Director**

Office: 713-999-4661 | Cell: [REDACTED] | [careteam@sitejab.com](mailto:careteam@sitejab.com)



Re: Get 8 Windows Installed and We'll Pay the First Electric Bill! 🙄 

 Melissa Fuentes <[REDACTED]>  
To: The Window Source of San Antonio, CareTeam  
Subject: Re: Get 8 Windows Installed and We'll Pay the First Electric Bill! 🙄

VIEW MY ROOMS & OLLabs  

I AM SORRY MOSES, ERICA, AND THE TEAM AT WSSA - THIS EMAIL IS DIRECTED TO SITEJAB.

I **NEVER** SUBSCRIBED TO ANYTHING REGARDING THE WINDOW SOURCE OF SAN ANTONIO. I HAVE **NEVER** RECEIVED ANY PAST E-BLASTS FROM WSSA NOR DID I EVER ADD MYSELF TO THEIR E-BLASTS. AND IF I DID, IT'S AMAZING HOW I HAVE NEVER RECEIVED ANY PAST E-BLASTS BEFORE. I WAS ILLEGALLY ADDED TO THE SUBSCRIBER LIST. IT IS ILLEGAL TO ADD PEOPLE TO AN EMAIL LIST WITHOUT THEIR PERMISSION BECAUSE THAT IS THEIR **PRIVATE INFORMATION**. I HAVE USED MAILCHIMP FOR YEARS, I KNOW EXACTLY HOW CONTACTS ARE ADDED AND REMOVED. I HAVE NOT MOVED FORWARD WITH ANY LEGAL ACTION REGARDING WHY I WAS FIRED BECAUSE I AM TRYING TO MOVE ON FROM THIS HORRIBLE COMPANY I WORKED FOR. SO REMOVE ME FROM THIS LIST AS I HAVE SPOKEN TO A LAWYER.

**DO NOT ADD ME TO ANY CLIENTS EMAIL BLASTS.**

**DO NOT WATCH MY SOCIAL MEDIA THROUGH CLIENTS SOCIAL MEDIA ACCOUNTS AS THAT IS ALSO ILLEGAL AND IS CONSIDERED STALKING.**

**DO NOT CONTINUOUSLY SEARCH FOR ME THROUGH LINKEDIN AND PRIVATELY VIEW MY PROFILE. I HAVE TAKEN SCREENSHOTS OF HOW MUCH SITEJAB HAS SEARCHED FOR MY ACCOUNT.**

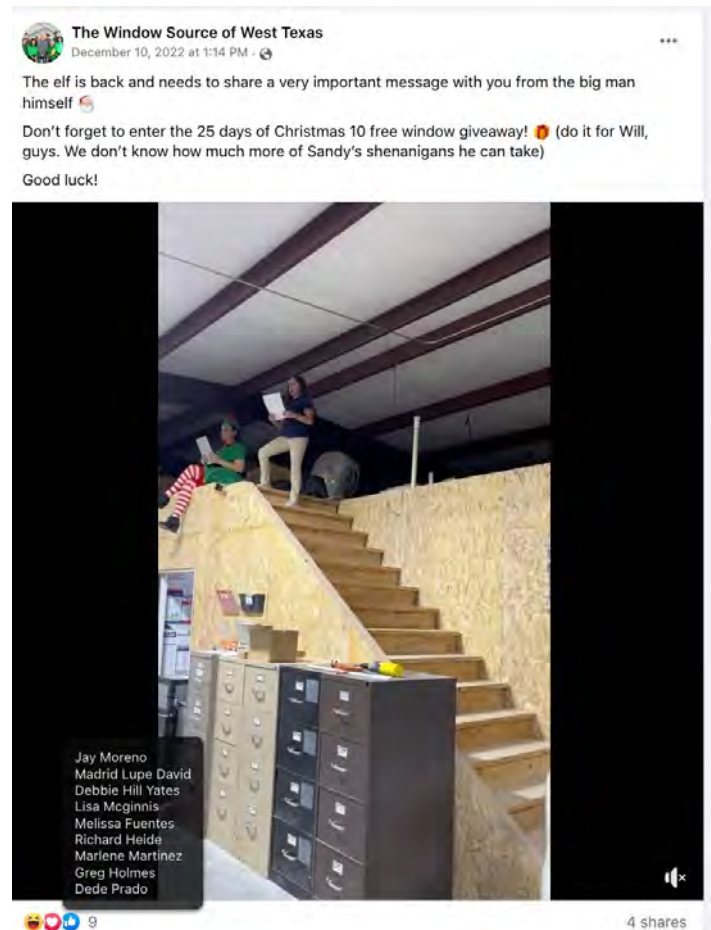
**DO NOT SPEAK TO CURRENT CLIENTS OR PAST CLIENTS ABOUT ME AND WHAT BROUGHT ME TO BEING FIRED. IF YOU DO, I WILL CORRECT THE STORY BY STATING I WAS FIRED FOR REFUSING TO SIGN AN NDA AFTER COMING FORWARD WITH AN ACCUSATION ABOUT SEXUAL HARASSMENT. THAT IS WHY I WAS FIRED.**

I KNOW ALL OF THIS HAS HAPPENED BECAUSE HECTOR, JOHN, AND EVA ARE TRYING TO INTIMIDATE ME.

LEAVE ME ALONE, PLEASE!!!

I INCLUDED WSSA IN THIS EMAIL SO THEY ARE AWARE SITEJAB IS USING THEIR MARKETING ACCOUNT **ILLEGALLY** TO GET TO ME, RATHER THAN ACTUALLY USING IT FOR MARKETING PURPOSES.

----- Forwarded message -----







**Jay Moreno**

June 23, 2022 · 🌐

San Antonio peeps if you need dental work doing I highly recommended JHE and Dr Escarsega - they helped Shauna out big time in her moment of need when she needed emergency dental work. Very professional, great people to work with! 🙌



**JHEmergencyDental**

June 22, 2022 · 🌐

We're taking appointments! 📞

Recently chipped your tooth? Perhaps you're needing an emergency filling? Maybe your



**Melissa Fuentes**

December 31, 2022 at 6:27 PM · 🌐

**The Window Source of West Texas**

December 31, 2022 at 3:55 PM · 🌐

**AND THE WINNER IS...**

Thank you so much to EVERYONE who entered our giveaway. This is our 5th year giving away and installing new windows on a home in ... **See more**



2



Shiv Goel is 🍷 eating dinner at **Bludorn Restaurant**.

November 12, 2022 · Houston · 🌐



10



Jay Moreno is with Shiv Goel at **Four Seasons Hotel Houston**.

November 12, 2022 · Houston · 🌐



In Houston for a work conference - doesn't feel like work though when you are with good people! 🍷

[#BadHairDay](#) don't judge been up since 330am! 🌚



Like



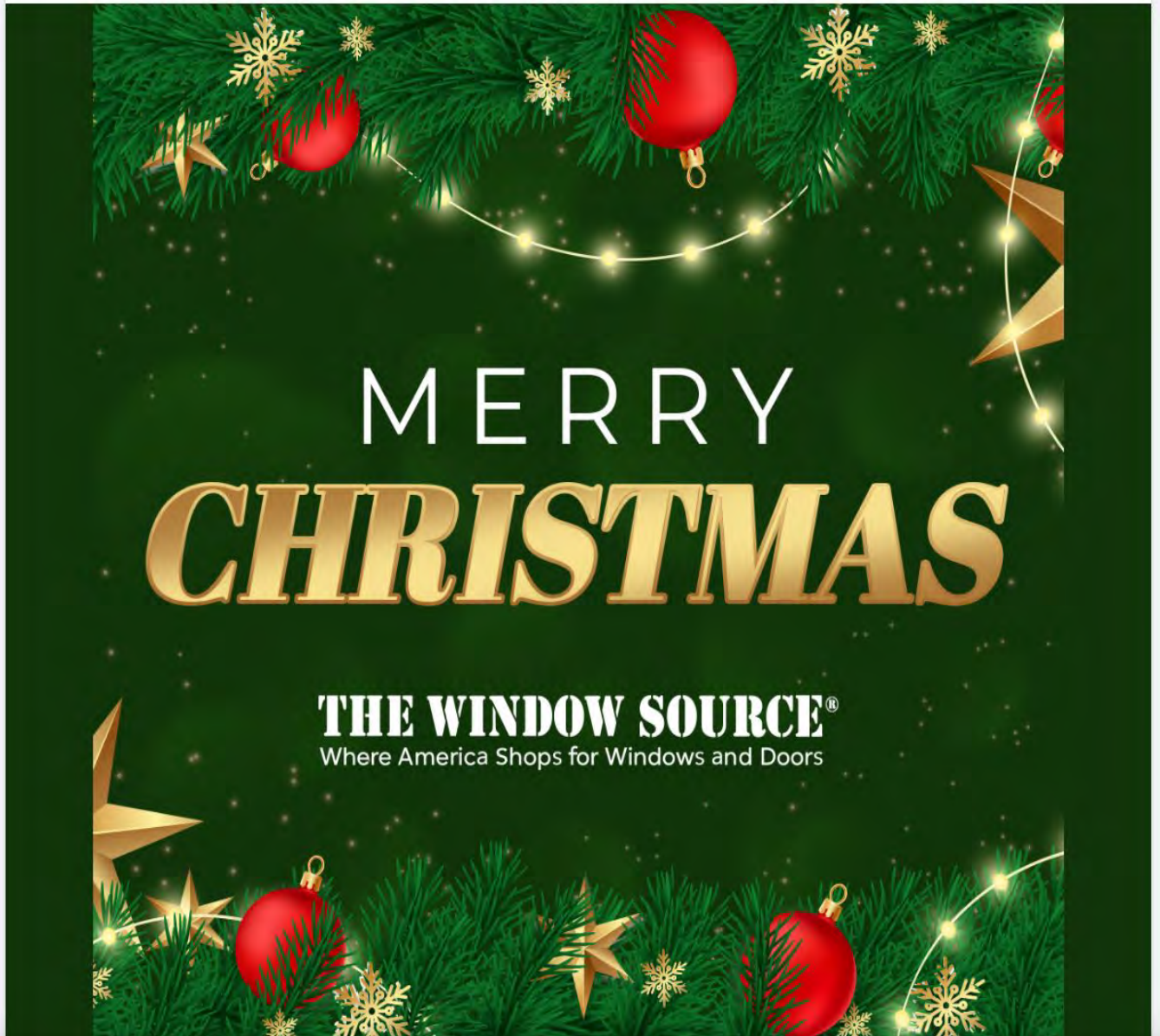




## The Window Source of Houston

Published by Jay Moreno · December 25, 2022 at 12:07 PM

From our family to yours, we wish everyone a very Merry Christmas!



10:09

5G



**The Window Source of Houston**



Posted by Niko Howell

9m · 🌐

From our Window Source Family to yours - we wish y'all a safe and Happy Thanksgiving!



[See insights](#)

[Boost a post](#)



Like



Comment



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❤️ 1





**The Window Source of Houston**

Published by Niko Howell · November 28, 2022 ·

**EXTENDED CYBER MONDAY GIVEAWAY!**

**We Have a \$500 Visa Gift Card Up For Grabs!**

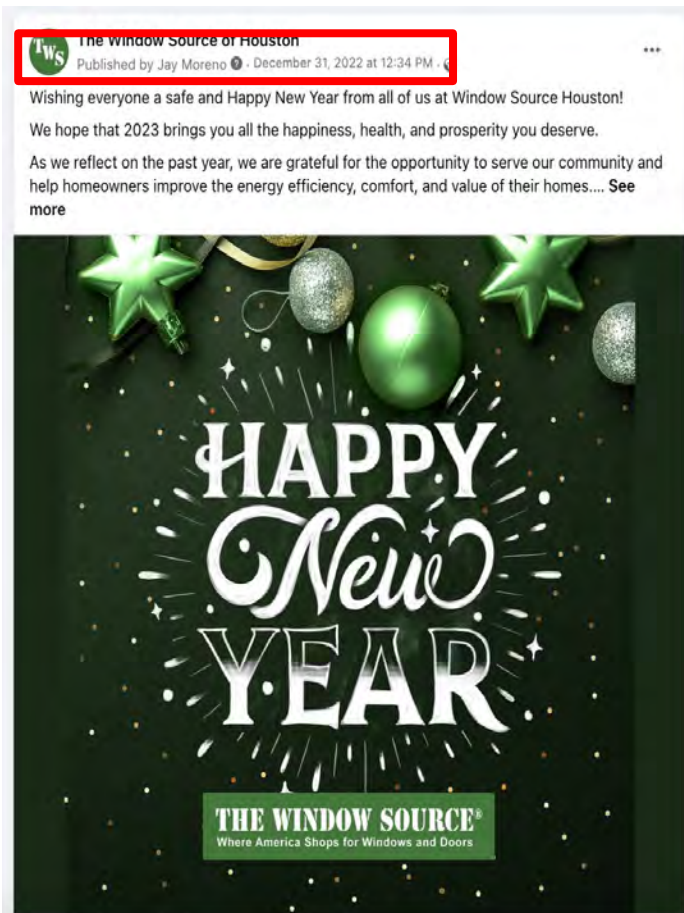
Schedule a FREE consultation between now and 12/02/22 by 5:00pm and you will be entered into the drawing!... **See more**

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**SCHEDULE A FREE CONSULTATION**  
between now and 12/02/22 at 5:00pm









The Window Source of West Texas

14h · 🌐

...



👍❤️ 13

4 comments

👍 Like

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Most relevant ▼



Chad Mitchell

I'll take 2 of each for Canyon and myself

Like 14h



Ruben Mesa

That red one would look pretty good on me

Like 14h



Melissa Fuentes

These are cool!!

...

Like 13h



Tuesday, January 31, 2023 at 8:59 PM Comments may have been filtered out.





**Melissa Fuentes**

October 16, 2022 · 🌐



**The Window Source of West Texas**

October 16, 2022 · 🌐

What can you expect from your window installation process? 🤔 Today, we're sharing a high-level look at exactly what you can expect from your experience!

Read o... **See more**



WINDOWSOURCEWESTTEXAS.COM

### **Your Window Installation: A Quality & Trustworthy Process**

What can you expect from your window installation company? Here's what you should ...



3



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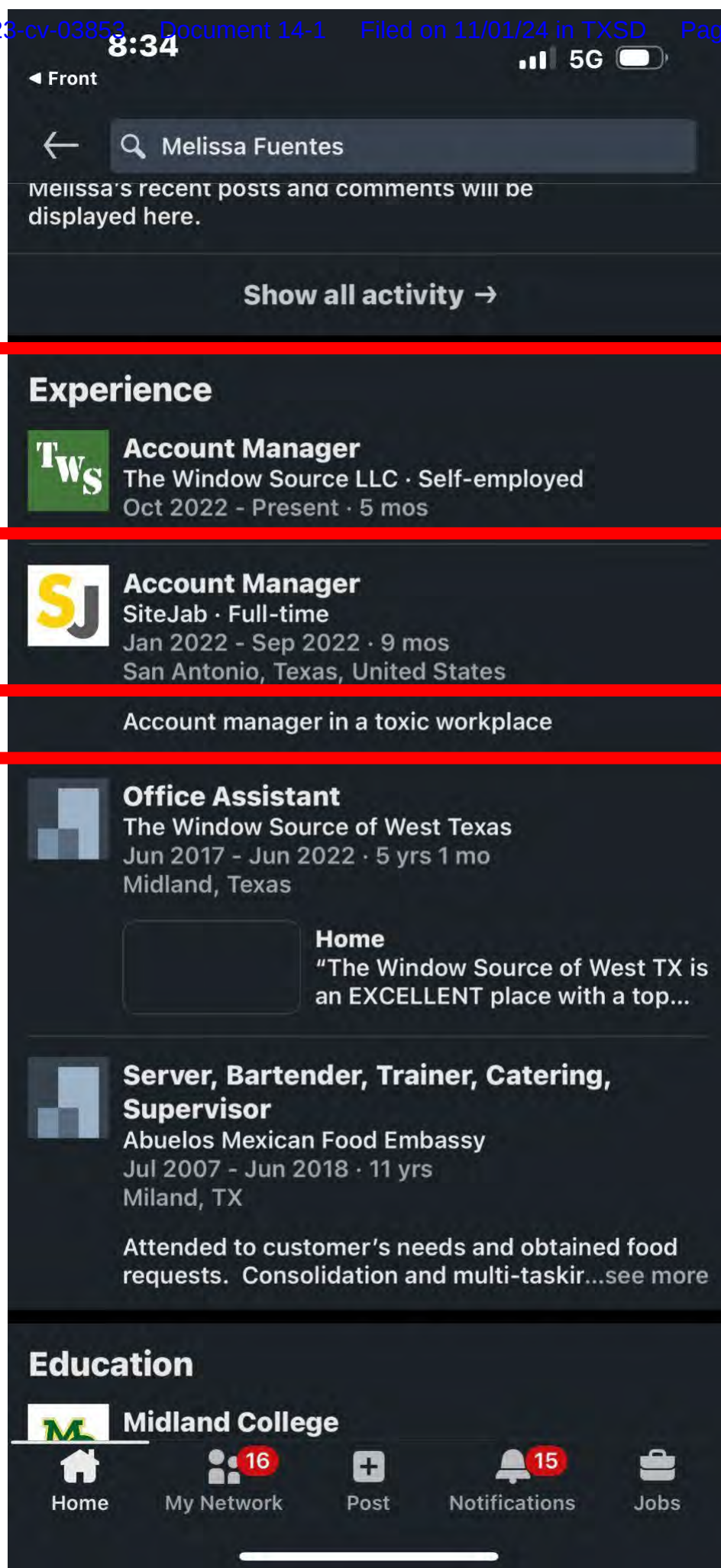


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Write a comment...







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This is a history of management actions taken by people who manage this Page. [Learn more](#)

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| Action   | Page manager   | Date                   |
|--|--|------------------------|
|  Left the group Houston's Source for Custom Windows & Doors. |  David T. Mallette  | Jan 30, 2023, 8:14 PM  |
|  Jay Moreno was given full control.                         |  Niko Howell       | Dec 25, 2022, 12:06 PM |
|  Niko Howell was given full control.                        |  David T. Mallette | Nov 23, 2022, 4:18 PM  |



DigiSign Verified - 1d0a2a41-3fb4-4d73-bb4e-613eff9d85a3

11-2-2015



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Real Broker, LLC

Licensed Broker /Broker Firm Name or  
Primary Assumed Business Name

Michael Yarrito

Designated Broker of Firm

Michael Yarrito

Licensed Supervisor of Sales Agent/  
Associate

Sergio Perez

Sales Agent/Associate's Name

License No.

Email

Phone

MS  
Buyer/Tenant/Seller/Landlord Initials

09/24/2021

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0

**From:** Sergio Perez <[REDACTED]>

**Subject:** Fwd: Clarification my introduction to Dr Goel to the location at Hausman Rd.

**Date:** October 10, 2022 at 5:55:17 PM CDT

**To:** Daniel Pedroza <[REDACTED]>

Good evening Daniel,

My apologies for the miscommunication that occurred this afternoon. I spoke with Dr. Goel this evening as well and look forward to having another conversation with your client in the near future.

----- Forwarded message -----

**From:** Jay Moreno <[REDACTED]>

**Date:** Mon, Oct 10, 2022 at 5:36 PM

**Subject:** Clarification my introduction to Dr Goel to the location at Hausman Rd.

**To:** <[REDACTED]>

To whoever it may concern,

I had seen the initial property on Hausman Road when I worked for my previous employer last year. At the time it was my understanding my former employer would be moving into that location sometime last February.

Having recently passed the location I noticed there was no indication of my former employer taking a tenancy in that specific building and a sign adjacent to it suggesting it was for lease. Figure it's now October I thought that for whatever reason they hadn't moved in after all.

I recommended Dr Goel to perhaps drive past the property on the off chance it was vacant and suggested in good faith that he reach out to Sergio to get more specific details. Since it was my understanding it was Sergio who had originally worked with my former employer to secure the spot for them - he would be the best person to contact.

If there was any misunderstandings, I apologize - all I was trying to do was recommend a potentially great spot and a great realtor to Dr Goel.

Should you require any further information from me - please don't hesitate to contact me.

Thanks,

Jay

**Jay Moreno**

Cell: [REDACTED]

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<https://www.redflamemedia.com>



**Sergio Perez**To: **Niko Howell** Bcc: Hector Garcia

Subject: Re: Resume - LinkedIn

Seen

DEC 14, 2021, 11:25 AM

Good Morning **Niko**,

Hope your weekend went well. I am following up on our last conversation. I wanted to see if you had any questions or any update regarding your decision to join SiteJab. We would like to have a decision soon as we have other potential candidates that are pending a response.

*Best,***Sergio Perez**Business Growth Specialist, **SiteJab**

📞 210-514-5422

📠 956-500-6853

✉️ sergio@sitejab.com

🌐 www.sitejab.com

📍 200 E Grayson St Ste 210, San Antonio, TX 78215

January 9th, 2022

Dear Niko Howell,

SiteJab LLC would like to formally extend to you the position of *Business Growth Specialist*. With your acceptance, you would begin your career at SiteJab sometime in January or at your soonest availability. Your first 90-days will be an evaluation period paid as a contractor. You will be paid a base pay of \$20.00 per hour plus commission. After a successful 90 days you will be transitioned into a salary employee and provided company benefits.

Additionally you will receive 5 paid vacation days off during your first year. After your first year with SiteJab, you will be evaluated for a wage increase. Your role as "Business Growth Specialist" is a hybrid role that mixes Account Management, Web Production Oversight and some Search Engine Optimization.

As Business Growth Specialist, you will work directly with the COO and department heads with responsibilities that consist of the following, but not limited too:

- Working directly with a handful of clients to ensure services are delivered (over-delivered) as promised
- Build phenomenal relationships with customers and help their business GROW
- Send weekly Marketing Updates and Tasks to customers
- Call each Customer 1x per week
- Meet with customers monthly
- Travel to different markets periodically
- Helping clients with marketing strategy
- Ensure all Projects are being done in a timely and efficient manner
- Work with the Project Manager (PM) to ensure all tasks are put into motion
- Communicate to customers daily and punctually
- Delegate and assign tasks in a timely manner
- Overly communicate to production team about upcoming deadlines
- Quality check phone tracking, lead reports and monthly reports
- Host Kickoff Strategy meetings with team to discuss new accounts you would be managing
- Meet and talk with multiple team and clients daily to ensure expectations are properly being met
- Double and triple check all projects before submitting to client
- Ensure the team does a thorough job on tasks assigned
- Assist with Onboarding SEO for marketing accounts (Google Location Set Up, On-Site SEO, KW Tracking)
- Assist with INBOUND Web Development Sales (with commission)
- Assist in the oversight of Website Projects (Help Project Manage Accounts)
- Be Present at Shoots & TV Segments
- Have daily 15 minute conversations with the Project Manager to review pending tasks / due dates
- Provide Monthly / Weekly Reports to clients
- Improve on SiteJab processes and organization (Improve workflow)
- MAKE CLIENTS HAPPY
- Most importantly, have a heart for what SiteJab represents. Be passionate about our services and how we can make an impact on the lives of business owners and entrepreneurs.

043

Page Management History

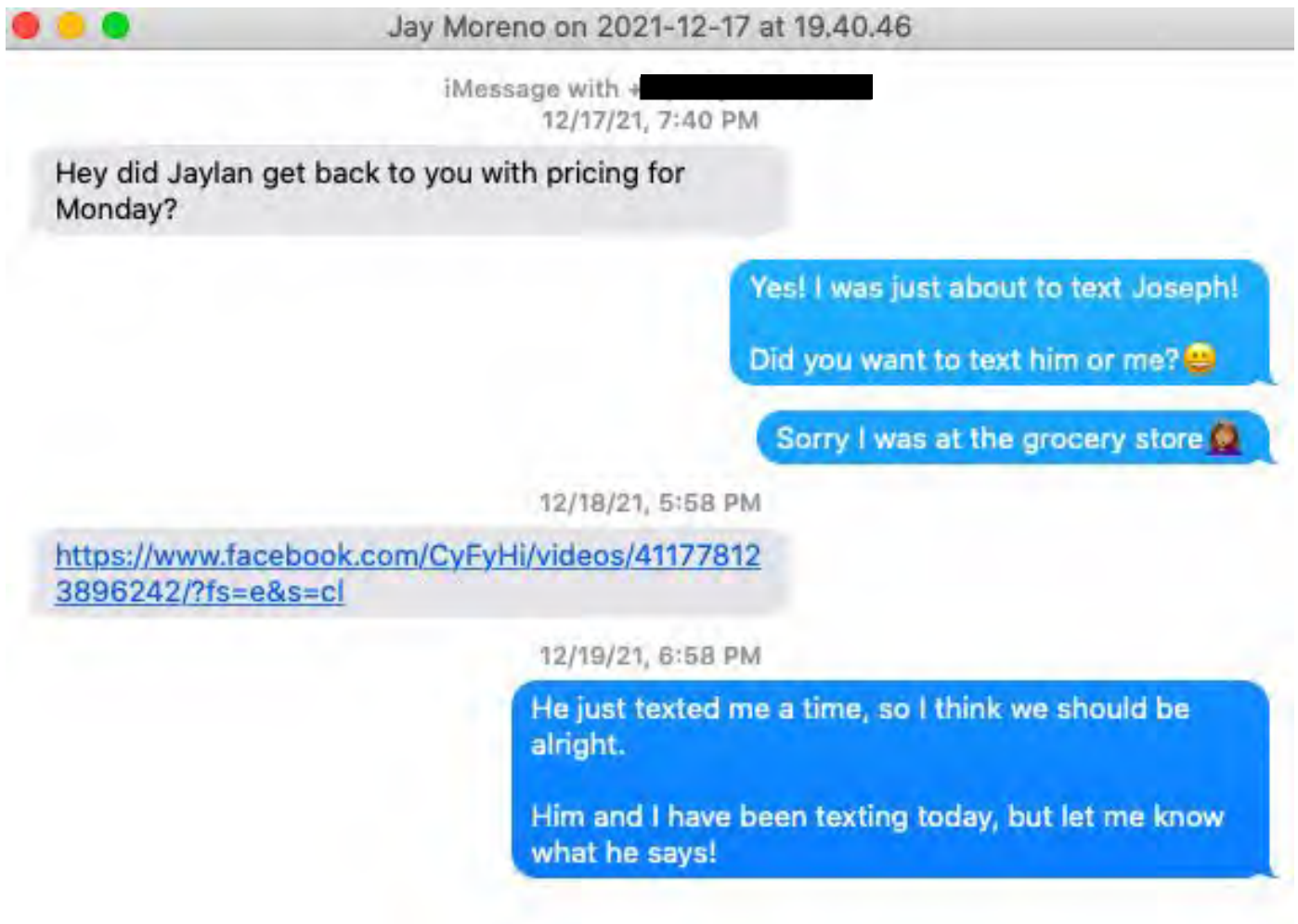
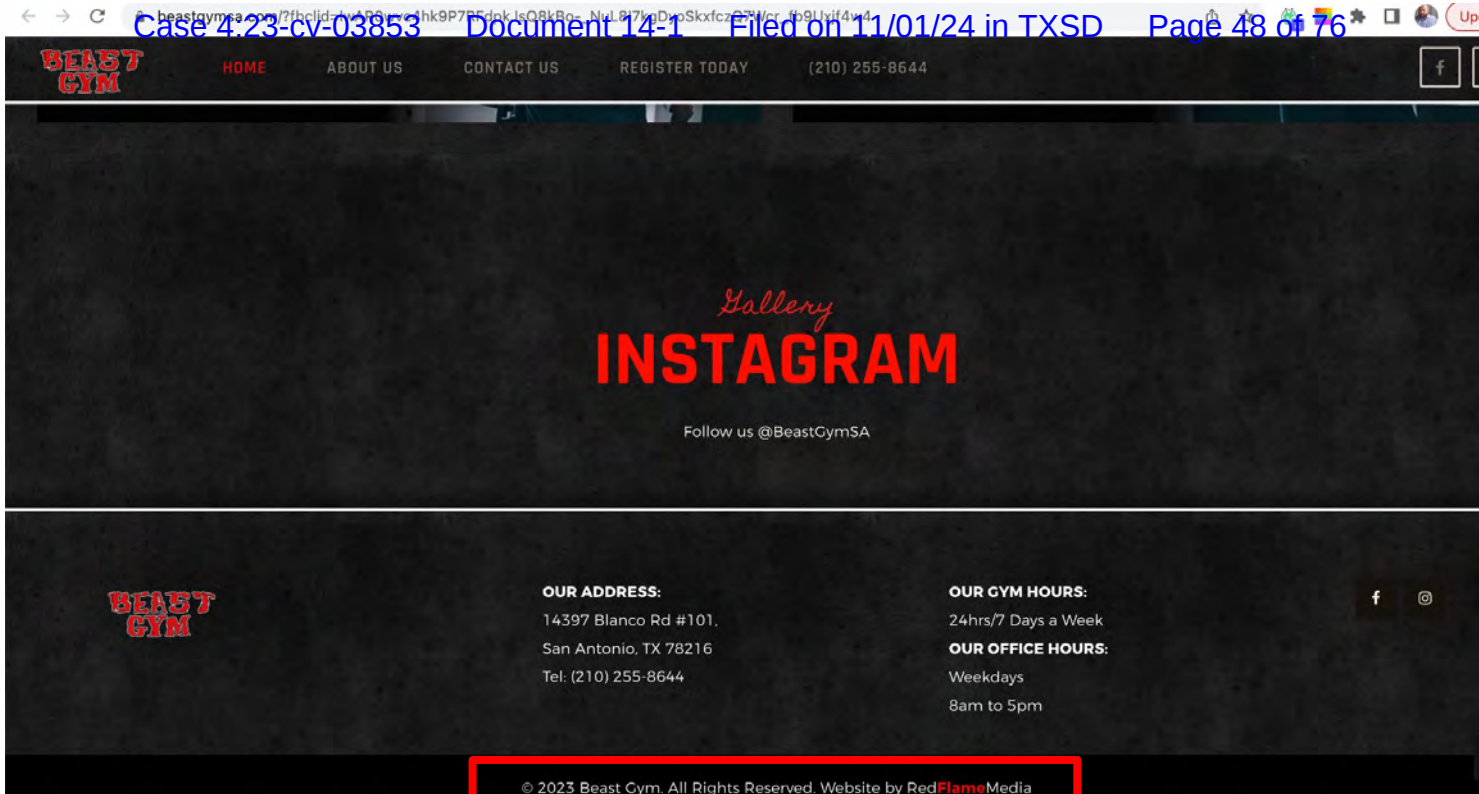
This is a history of management actions taken by people who manage this Page. [Learn more](#)

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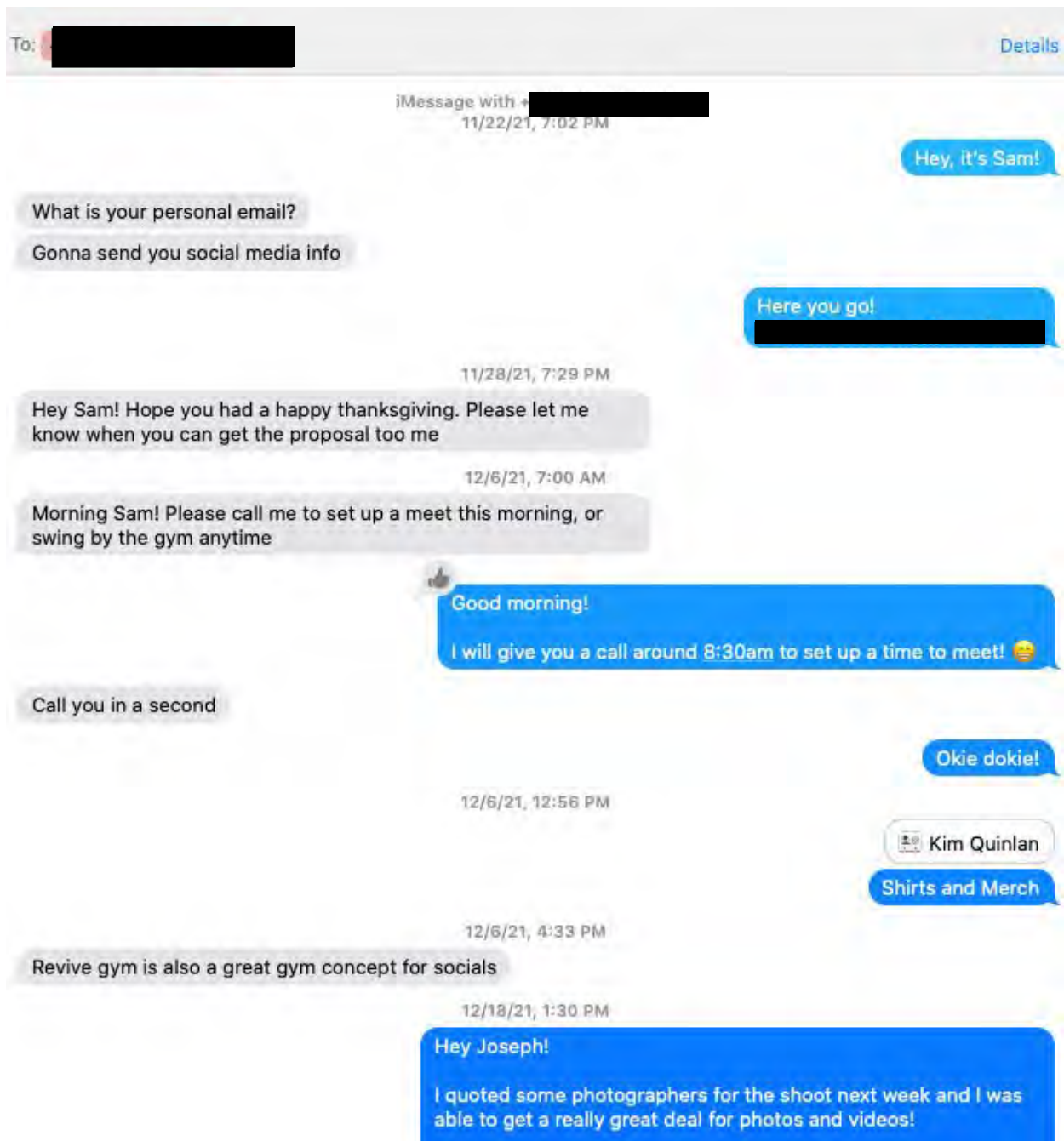
All actions ▾

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| Action   | Page manager  | Date                   |
|--|---|------------------------|
|  Left the group Houston's Source for Custom Windows & Doors |  <b>David T. Mallette</b> | Jan 30, 2023, 8:14 PM  |
|  Jay Moreno was given full control.                         |  <b>Niko Howell</b>       | Dec 25, 2022, 12:06 PM |
|  Niko Howell was given full control.                        |  <b>David T. Mallette</b> | Nov 23, 2022, 4:18 PM  |







[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Nate on 2022-08-08 at 13:31:42

I know you said she needed video services, I wanted to tell you to sit on that for a second.

This might be selfish of me to ask, but I hope you can understand where I'm coming from.

I wanted to ask if you could keep in touch with Heidi and let her know we were so happy to work with her and that we'd be happy to work with her in other projects. And we could use that connection to build on for Jay and Serg and that would be the client we could use to transition all of us out. You'd be in communication with her and be apart of being in be onboard.

I am so ready to start our own thing and to be out from sitejab. With the things I was telling you yesterday I feel like they don't value us and don't value what we can do. We are the creative, we are the talent. Hector and John talk so bad about us and are very impulsive. You know how they wrong us and underpay us. Things haven't gotten better, they just keep boiling up.

This is the client we could've used to break free and ensure that we all get paid and are in a better situation. It's the chance for us to be with people we like and work together on something big. Imagine doing shoots like this with people and clients we enjoy. Where there is no drama or stress.

I know that's a lot to ask and it's something you might not be comfortable with. I just felt that this would be worth it and we could take care of Heidi on our own and produce something special without the influence of sitejab. Because at the end of the day Hector gets the exposure and the money and we get the pressure of deadlines and pennies...

Re: DIRECT DEPOSIT CHANGE



NA

To: Sergio Perez <sergio@sitejab.com>  
Subject: DIRECT DEPOSIT CHANGE

Mon 20:22, 8:42 PM

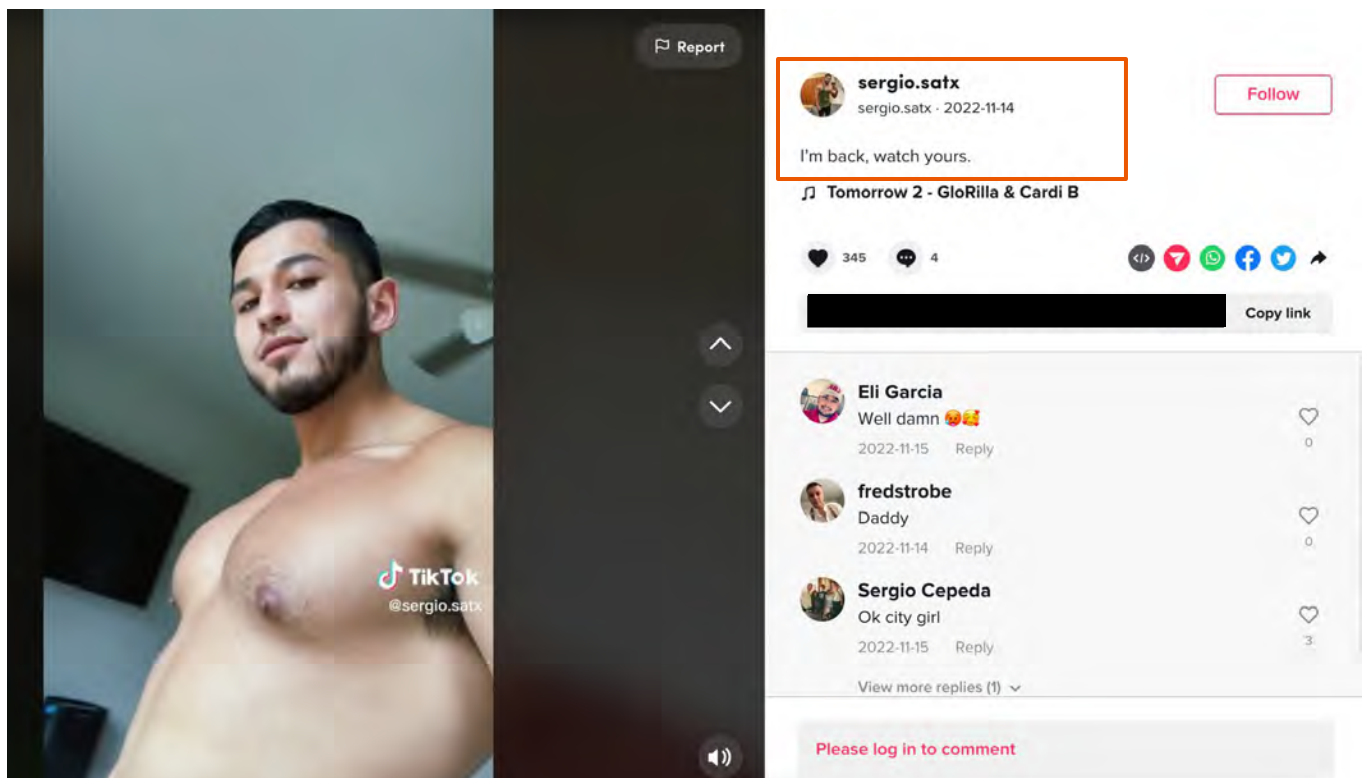
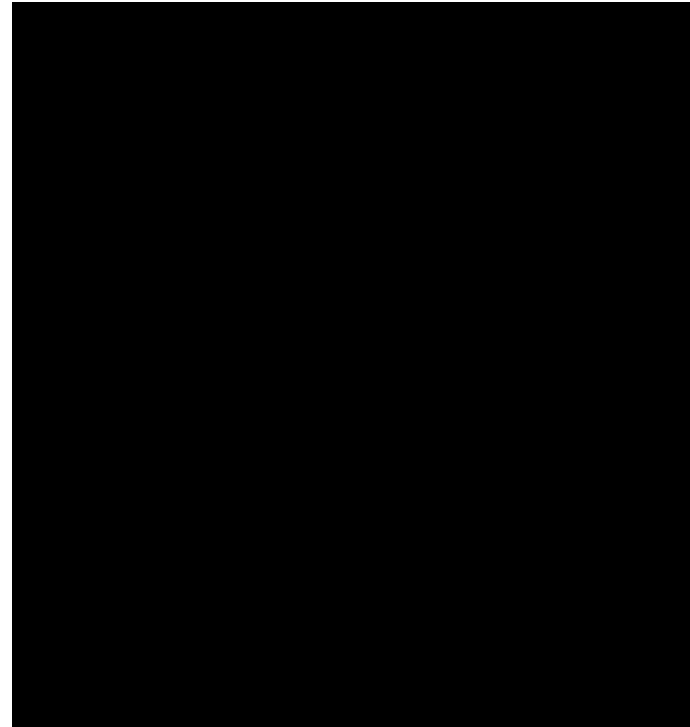
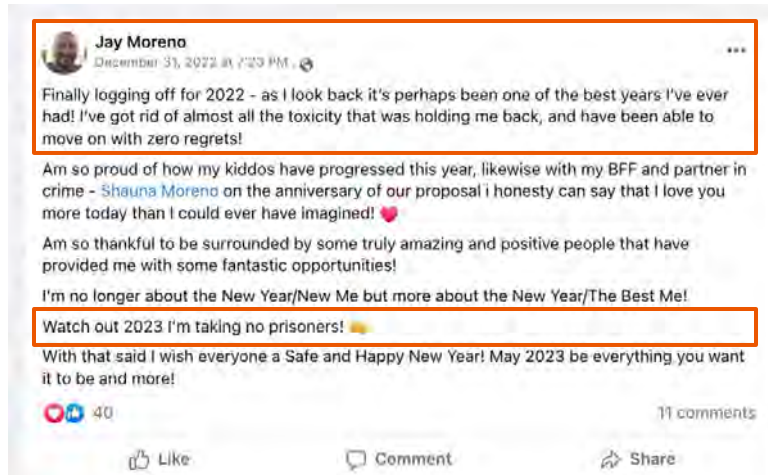


Hi Sergio,

I would like to change the direct deposit on my payroll to a new account, I would also like to know if the changes will be effective for the next payday.

Thanks

Nathan Aguilar  
Senior Graphic Designer





1.0
★☆☆☆☆
3 views in last 30 days
?

Former Employee, more than 2 years

Unethical and toxic work place

Oct 18, 2022 - Anonymous Employee

☒ Recommend
☐ CEO Approval
☒ Business Outlook

I worked at SiteJab full-time (1-2 years)

Pros

A lot of flexibility when you are liked.

Cons

No job security. Underpaid. Illegal and unethical things happen and would not recommend. Micromanaged and never supported by leadership. Fired after owner felt team knew what he was doing.

1.0
★☆☆☆☆
3 views in last 30 days
?

Former Employee, more than 2 years

Toxic work enviroment

Oct 7, 2022 - Anonymous Employee in Houston, TX

☒ Recommend
☐ CEO Approval
☒ Business Outlook

I worked at SiteJab full-time (1-2 years)

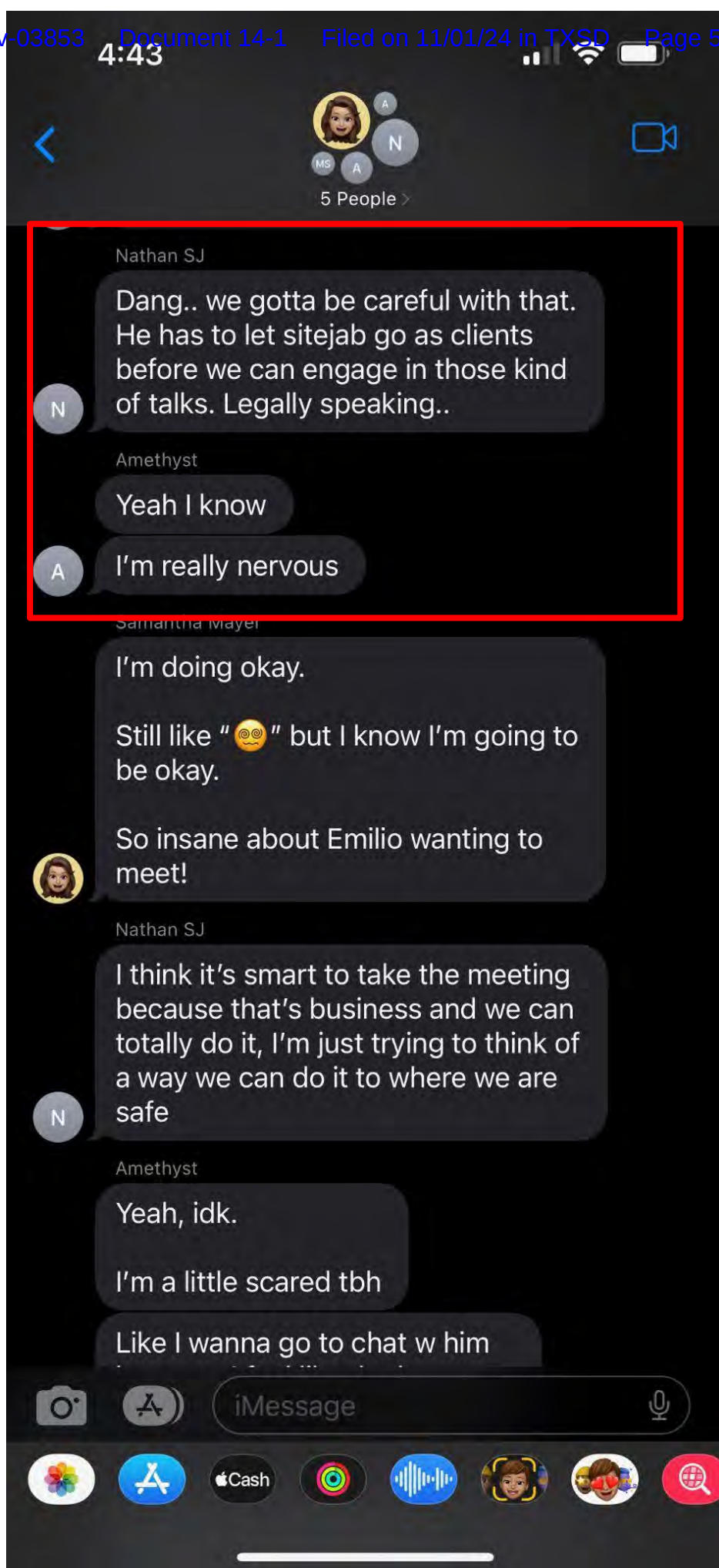
Pros

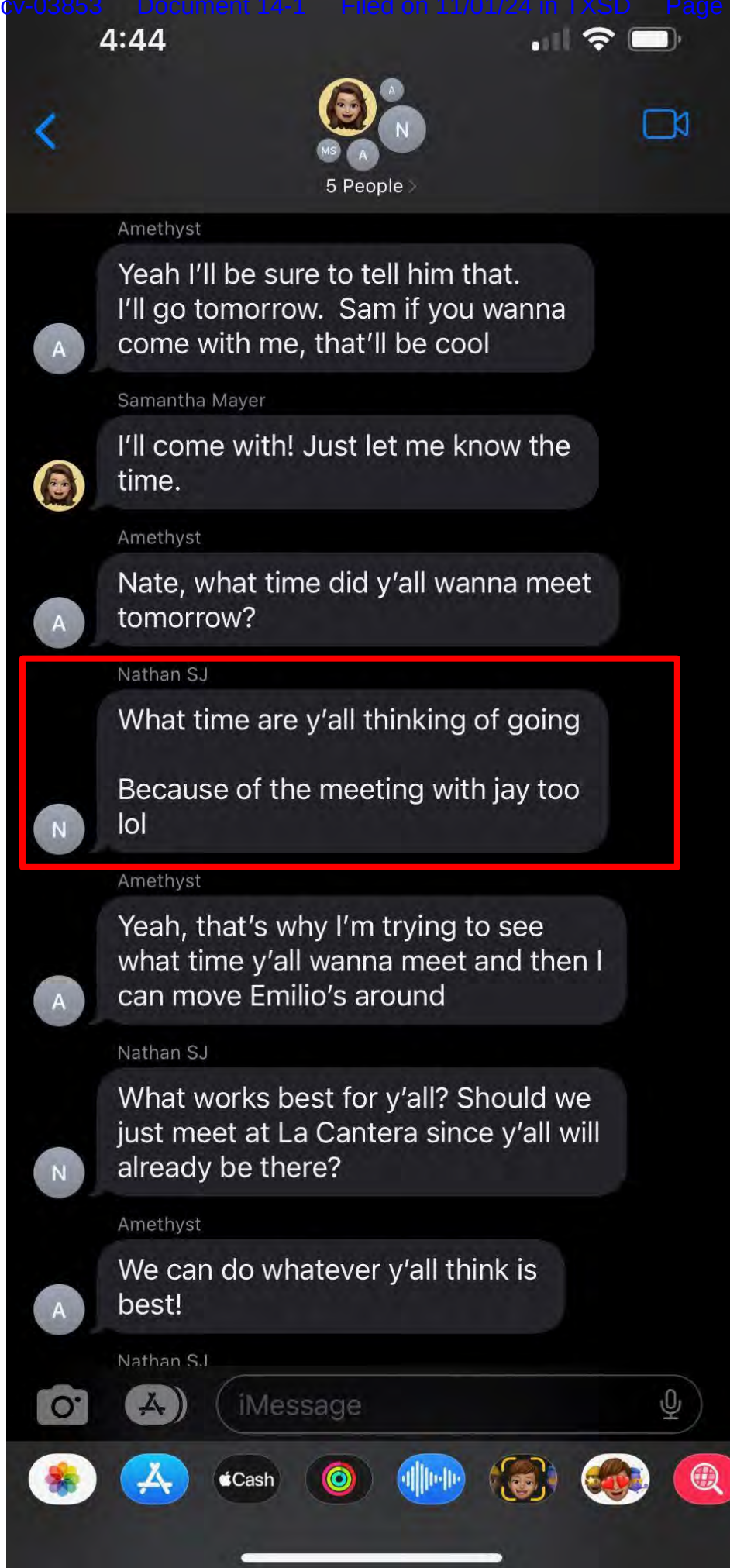
There are no pros when working at SiteJab

Cons

This is a toxic work environment where the employees are overworked and underpaid. There are too many unrealistic expectations from leadership who provide no help to accomplish those expectations. Working at this company is subscribing to a stressful atmosphere with no procedures to ...

Show More







A I'm really nervous

Samantha Mayer

I'm doing okay.

Still like "😬" but I know I'm going to be okay.

So insane about Emilio wanting to meet!

Big Nate

I think it's smart to take the meeting because that's business and we can totally do it, I'm just trying to think of a way we can do it to where we are safe

Amethyst

Yeah, idk.

I'm a little scared tbh

A Like I wanna go to chat w him because I feel like the language barrier is hard on the phone

Big Nate

That's very true and even in person it's still not super easy lol

But I think he definitely likes the team more then Hector that's for sure

Unless he wants the chisme on why we got fired

Amethyst

Yeah I'm just gonna go talk to him and literally just give him a list of things to be "on top of" like the leads and the ads and stuff

Kinda like advice

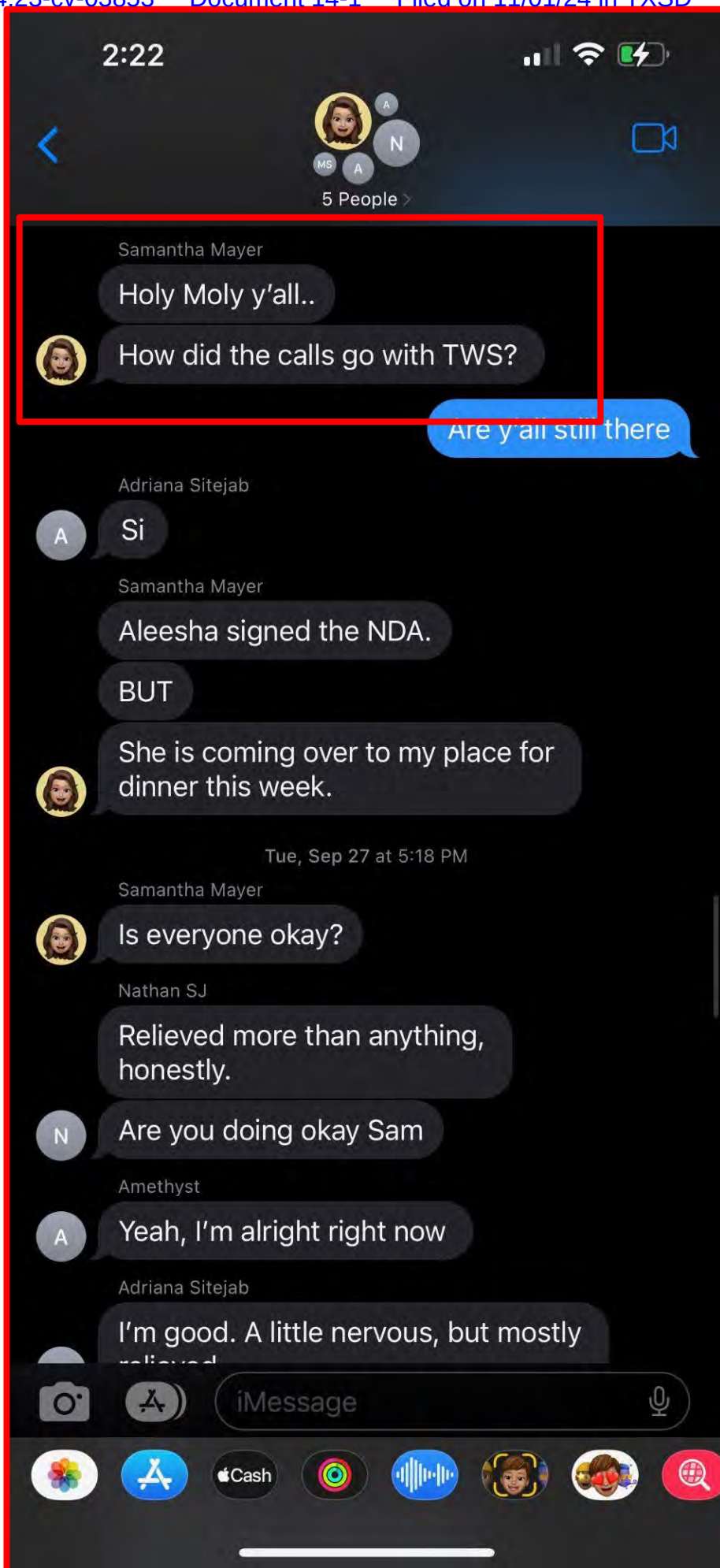
Samantha Mayer

It is better to have the convo in person.

We definitely just have to make it very clear to them that they have to tread lightly on the situation.

Like not letting SJ know that we are meeting with him.

Amethyst







| Pay date                     | Name               | Hours | Gross pay | Pretax deductions | Other pay | Employee taxes | Aftertax deductions | Net pay | Employer taxes | Company contributions | Total payroll cost |
|------------------------------|--------------------|-------|-----------|-------------------|-----------|----------------|---------------------|---------|----------------|-----------------------|--------------------|
| 06/05/2022<br>Check: 1462    | Garcia, Eva M      |       |           |                   |           |                |                     |         |                |                       |                    |
| 06/05/2022<br>Direct deposit | Garcia, Hector     |       |           |                   |           |                |                     |         |                |                       |                    |
| 06/05/2022<br>Check: 1461    | Garcia, Hector     |       |           |                   |           |                |                     |         |                |                       |                    |
| 06/05/2022<br>Direct deposit | *Mayer, Samantha G |       |           |                   |           |                |                     |         |                |                       |                    |
| 06/05/2022<br>Direct deposit | *Perez, Sergio O   |       |           |                   |           |                |                     |         |                |                       |                    |
| 06/03/2022<br>Direct deposit | Harvey, John       |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | *Aguilar, Nathan A |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | *Alaniz, Andrew    |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | *Avila, Adriana N  |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022                   | Garcia, Eva M      |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022                   | Garcia, Hector     |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | Harvey, John       |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | *Mayer, Samantha G |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/20/2022<br>Direct deposit | *Perez, Sergio O   |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/05/2022<br>Direct deposit | *Aguilar, Nathan A |       |           |                   |           |                |                     |         |                |                       |                    |
| 05/05/2022<br>Direct deposit | *Alaniz, Andrew    |       |           |                   |           |                |                     |         |                |                       |                    |

May 02, 2023 11:38 AM PT

10

Date: Tuesday, May 2nd 2023, 02:31:43 PM -05:00 CDT

Subject: Re: Site Jab - Hiscox Claim No.: 100.210.946 - LFI Updated RFI

From: Eva Garcia via accounting@sitejab.com <accounting@sitejab.com>

To: <szachariah@lowersforensics.com>, <barry.rix@hiscox.com>, <kaldridge@lowersforensics.com>

Below are my notes on the attachments.

TWS San Antonio - no 30 day notice, per their email cancellation is effective immediately. Attached.

TWS West Texas - owner Sandra Nelson spoke to our COO Oliver Perrett over the phone and SiteJab canceled on them as their marketing agency.

Clear Lake Dental - email attached

Orion Dental - owner cancelled over the phone with our COO Oliver Perrett. His email attached to Oliver.

Bovinos - they never paid on time and would always pay weeks or a month late even after our services were complete. But, the owner Emilio was in chats with our ex-employees as seen in the attachment titled, Text Messages on Bovinos.

Most of these clients did not handle these cancellations according to their agreement and not done in a professional way.

Please let me know if there's anything else.

Salud -



**Eva M. Garcia**

Accounting & HR, SiteJab

713-999-4661

060

Printed by: Eva Garcia  
Tags: Inbox, Inbox, Inbox, Inbox, Inbox

Date: Tuesday, December 20th 2022, 11:16:10 AM -06:00 CST  
Subject: TWS Marketing  
From: Erica Torres <[REDACTED]>  
To: <hector@sitejab.com>  
Cc: Moses Torres <[REDACTED]>

Due to our declining decrease in leads and profits this year, The Window Source of San Antonio and Window Source of Austin are now faced with a business loss for 2022. As a result, The Window Source of San Antonio and The Window Source of Austin will terminate SiteJab as their marketing agency along with all marketing services provided by SiteJab effective immediately on 12/20/22.  
After consulting with Window Source Corporate for advice, we have been advised to utilize TWS Corporate's digital marketing resources exclusively offered to Window Source owners as part of their small business support at no extra cost. It is in the best interest of The Window Source of San Antonio and The Window Source of Austin to take advantage of these marketing services offered by TWS corporate.  
Thank you for your understanding.

Sincerely,  
Moses & Erica Torres



**THE WINDOW SOURCE OF SAN ANTONIO**  
**ERICA TORRES** Vice President  
O: [REDACTED]  
E: [REDACTED]  
A: 6800 Fairgrounds Parkway, San Antonio, TX 78238  
W: www.windowsourceofsa.com



Printed by: Eva Garcia  
Tags: Inbox, Inbox, Inbox, Inbox

Date: Thursday, September 29th 2022, 04:47:32 PM -05:00 CDT  
Subject: Termination of Services  
From: Oliver Perrett via oliver@sitejab.com <oliver@sitejab.com>  
To: Sandy <[REDACTED]>

Good afternoon,

This is a follow-up to our phone conversation earlier today. As of 10/01/2022, SiteJab LLC will no longer represent The Window Source of West Texas as a marketing agency. You will be receiving your website login information by the end of the day tomorrow.  
If you have any questions or concerns during this transition, do not hesitate to reach out.

We thank you for your time and dedication to SiteJab and wish you all the best on your future endeavors.

Best,



**Oliver Perrett**  
Chief Operating Officer, SiteJab  
713-999-4661 | 832-576-5126 | www.sitejab.com  
oliver@sitejab.com  
1210 W. Clay Street, Houston, Texas 77014



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Printed by: Eva Garcia  
Tags: Inbox, Inbox, Inbox

Date: Wednesday, September 28th 2022, 12:20:24 PM -05:00 CDT  
Subject: CLDC Cancellation  
From: Brandi Kellogg <[REDACTED]>  
To: <hector@sitejab.com>  
Cc: Phyuze Das <[REDACTED]>

Good afternoon Hector,

Hope you're doing well. Well, this is never easy to do but we would like to cancel our services with Sitejab. We're making a lot of changes between CLDC and Renew and are deciding to go another direction with our marketing. We've enjoyed working with you and your team and appreciate your help so far this year!

Can you please tell me what the cancellation process consists of such as billing and receiving the website files? Again, your team has been great and we'll miss working with you guys.

Thank you,

Brandi Kellogg  
Practice Administrator  
Clear Lake Dental Care  
281-557-8097

---



Printed by: Eva Garcia

Tags: Inbox, Inbox

Date: Saturday, November 19th 2022, 09:49:19 AM -06:00 CST

Subject: website

From: <[REDACTED]>

To: <hector@sitejab.com>, 'John Harvey' <john@sitejab.com>

Hector,

Can I get the log in for my website on wp engine? I'm going to move it over to corporate. They will host and manage it from here forward.

Regards,

David Mallette

President

*The Window Source of Houston*

14306 Mary Jane Ln.

Tomball, Texas 77377

Office: [REDACTED]

Mobile: [REDACTED]

Email: [REDACTED]

Website: [www.windowsourcehouston.com](http://www.windowsourcehouston.com)

Service Disabled Veteran Owned Small Business



## BrandNation / SiteJob LLC Lost Clients Due to Acts of Defendants

[illegible]

Total Loss after 12/22 Cancellation:

| Client Name | Last Mon |
|-------------|----------|
|-------------|----------|

Total Loss after 12/22

|                        |    |
|------------------------|----|
| Profit after Hardcosts | \$ |
|------------------------|----|

**Important Notes:****Defendants:**

- Jay Moreno - started in March 2021 - Resigned in December 2021
- Sergio Perez - represented SiteJab as realtor as of September 2021
- Sergio Perez - hired on SiteJab for sales in October 2021-Resigned in July 2022
- Sergio Perez - Remained as SiteJab Realtor
- Nathan Aguilar - Creative Director Hired Full time June 2021 - Fired (NDA) Sept. 27, 2022
- Amethyst Perez - Account Manager Hired Full Time February 2022 - Fired (NDA) Sept. 27, 2022
- Samantha Mayer - Social Media Manager - Hired August 2020 - Fired (Work Issues) 9.27
- Melissa Fuentes - Account Manager - Hired February 2022 - Fired (NDA) 9.27

**Timeline of Events:**

- Dec. 21: Niko Howell Interviews with Jay, Hector & Sergio (Niko is active client with Jungle Foods)
- Dec. 10: Mad Dogs cancels
- Dec. 14: Jay Moreno resigns & conspires with Samantha to work with Beast Gym
- January 22: Jay sends erroneous email to Accounting
- January 22: Niko Howell communication stops
- March 22: Niko Howell cancels with SiteJab
- July 22: Sergio Perez resigns
- Sept. 22: Amethyst, Nathan, Melissa Fired due to NDA issues on 9/27
- Sept. 22: Defendants hold calls with The Window Source after termination on 9/27
- Sept. 22: Samantha fired for work performance on 9/26
- Sept. 22: Clear Lake Dental & Orion Dental CANCEL on 9/28
- Sept. 22: Window Source Houston cancels with notice on 9/30
- Sept. 22: Window Source West Texas & San Antonio raise big issues week of 9/27
- Oct. 22: Jay & Sergio (SiteJab's realtor) involve themselves into SiteJab's building project
- Oct. 22: HR & CEO discover incredible amount of messages unveiling the plot/planning
- Oct. 22: Sam, Amethyst, Nathan & Jay work together to meet with Bovinos (Active Client)
- Nov 22: SJ discovers client Niko Howell & Jay Moreno are working together
- Nov. 22: SJ Discovers TWSS Houston hires Niko Howell
- Dec. 22: Melissa Fuentes sends damaging email to The Window Source of SA
- Dec. 22: The Window Source of SA CANCELS with SiteJab
- Dec. 22: SJ Discovers Jay Moreno hacked into servers to steal website for TWSS-SA
- Dec. 22: Niko Howell "hands off" social media accounts for TWSS Hou to Jay Moreno
- Dec. 22: Jay Moreno begins posting and management for Houston / TWSSA
- Jan 23: TRO sent to defendants - actions & social media postings continue

**Remarks:**

- Conversations unveil deliberate plot to thwart & destroy SJ relationships
- Nathan Aguilar ADMITS in conversations that it is ILLEGAL (Amethyst says she's scared)
- Defendants conspired and hid behind the cloak of names & aliases (Niko, Nates email, TWS)



**Eva Garcia**

---

**From:** Barry Rix <barry.rix@hiscox.com>  
**Sent:** Friday, June 30, 2023 10:38 AM  
**To:** accounting@sitejab.com  
**Subject:** RE: (EXT) SiteJab Claim 100.210.946

Hello Eva,

As per my last conversation with you I will need to actually speak to them or have evidence from them.

If there is text messages from the client that actually say why they left, please send those over to me.

Thanks.

**Barry Rix**

Senior Claims Examiner First Party Claims  
Hiscox Insurance Company Inc.

Hiscox USA

T 480-214-8936

F 312 228 8077

E [barry.rix@hiscox.com](mailto:barry.rix@hiscox.com)

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**From:** Eva Garcia <accounting@sitejab.com>  
**Sent:** Thursday, June 29, 2023 13:09  
**To:** Barry Rix <barry.rix@hiscox.com>  
**Subject:** Re: (EXT) SiteJab Claim 100.210.946

Hi Barry,

Will a testimony from one of our current employees help with our claim? When the poaching of our clients was going on, the other employees were trying to recruit him to join them. There are text messages he has showing that and he is one of our key witnesses in our case.

Also, one of the employees we are suing may cooperate on our behalf because it was on her laptop which all of the messages were discovered. The others do not know this whole lawsuit against them was due to her carelessness and they may turn against her.

*Salud -*

**Eva M. Garcia**Accounting & HR, **SiteJob**

713-999-4661

[accounting@sitejab.com](mailto:accounting@sitejab.com) [www.sitejab.com](http://www.sitejab.com)

1210 W. Clay Street, Suite 25, Houston, Texas 77019



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On June 26, 2023 at 5:19 PM CDT [barry.rix@hiscox.com](mailto:barry.rix@hiscox.com) wrote:

Hello Eva,

I just tried to contact you at [REDACTED] and left you a message.

I reviewed the text messages that you sent over.

I am going to need the clients name and phone numbers.

I will need to contact each of the clients to discuss the text messages and what is meant by what they stated. I need for them to advised me exactly why they left.

If you are unable to give me that information or I am not able to find out why did they leave, we will not be able to include them in the business income loss. The reason for that is we need know definite that they left your company and went to another company due to this loss.

Once I get that information I will follow up with you.

Thanks.

**Barry Rix**

Senior Claims Examiner First Party Claims  
Hiscox Insurance Company Inc.

Hiscox USA

T 480-214-8936

F 312 228 8077

E [barry.rix@hiscox.com](mailto:barry.rix@hiscox.com)

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**From:** Eva Garcia <[accounting@sitejab.com](mailto:accounting@sitejab.com)>

**Sent:** Thursday, June 22, 2023 11:40

**To:** Barry Rix <[barry.rix@hiscox.com](mailto:barry.rix@hiscox.com)>

**Subject:** (EXT) SiteJab Claim 100.210.946

Barry - here are some texts messages between the then current employees about meeting with Jay (ex employee still under Non-Compete) and meeting our clients. Also proof of Jay Moreno going in to our servers and stealing our website and social media posts by him for our ex client just 5 days after they cancelled. .

IMPORTANT NOTES: Timeline of events we prepared for our trial.

TWS - The Window Source San Antonio

Emilio - Bovino's Restaurant - Client

Heidi - Commercial Client who we tried to sign up as a Marketing client, never happened.

David Mallete - Owner of Window Source Houston

Salud -



**Eva M. Garcia**

Accounting & HR, SiteJab



713-999-4661



[accounting@sitejab.com](mailto:accounting@sitejab.com)



[www.sitejab.com](http://www.sitejab.com)



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**CAUSE NO. 2023-CI-00285**

|  |   |  |
|--|---|--|
| <b>SITEJAB, LLC,</b>                     | § | <b>IN THE DISTRICT COURT</b>                 |
| <b>Plaintiff</b>                         | § |  |
|  | § |  |
| <b>v.</b>                                | § |  |
|  | § |  |
| <b>JASON “JAY” MORENO, SERGIO PEREZ,</b> | § | <b>166<sup>th</sup> JUDICIAL DISTRICT OF</b> |
| <b>MELISSA FUENTES, NATHAN AGUILAR,</b>  | § |  |
| <b>AMETHYST PEREZ, AND SAMANTHA</b>      | § |  |
| <b>MAYER,</b>                            | § |  |
| <b>Defendants</b>                        | § | <b>BEXAR COUNTY, TEXAS</b>                   |

**EXTENSION OF TEMPORARY RESTRAINING ORDER**

On January 11, 2023, Plaintiff SiteJab, LLC (“SiteJab”), obtained a Temporary Restraining Order restraining JASON “JAY” MORENO, SERGIO PEREZ, MELISSA FUENTES, NATHAN AGUILAR, AMETHYST PEREZ, AND SAMANTHA MAYER (collectively “Defendants”) from certain activities through January 25, 2023. Today, January 24, 2023, the Court hereby enters the following order extending that Temporary Restraining Order as follows:

It clearly appears from the facts set forth in the Original Petition, and from evidence presented, that unless JASON “JAY” MORENO, SERGIO PEREZ, MELISSA FUENTES, NATHAN AGUILAR, AMETHYST PEREZ, AND SAMANTHA MAYER are immediately restrained from their anticipated wrongful activity, SiteJab will suffer irreparable injury. It is therefore,

**ORDERED** that Defendants, as well as their agents, servants, employees, and attorneys, or anyone else acting in concert with them be, and are, restrained from:

- Using, distributing or disclosing in any manner any of SiteJab’s proprietary trade secret or confidential information regarding SiteJab’s current or prospective projects or clients;
- Using, distributing or disclosing in any manner any materials furnished to and all

material prepared by Defendants in connection with their employment with SiteJab or incident thereto;

- Contacting SiteJab's employees, using SiteJab's prospective client data base, or using SiteJab's client list, to seek or obtain (or attempt to seek or obtain) a business relationship;
- Contacting or utilizing the services of SiteJab's clients, employees, consultants, advisors, suppliers and other vendors, including without limitation former employees from the years 2019 - 2022, to compete in any manner with SiteJab.
- Engaging in any form with any recently now cancelled clients, including The Window Source of SA, Houston & West Texas.

This Court restrains Defendants for (14) days after entry of this Order or further order of this Court.

It is further **ORDERED** that Defendants shall appear before the Presiding Judge of the Presiding District Court of Bexar County, Texas, on **February 6, 2023 at 9:00 o'clock a.m.,** at the Bexar County Courthouse at 100 Dolorosa, Room 1.09, San Antonio, Texas 78205 or remotely by Zoom using meeting code 917 895 6796, then and there to show cause, if any there be, why a temporary injunction should not be issued as requested by SiteJab. The Clerk of the Court is directed to issue a show cause notice to Defendants to appear at the temporary injunction hearing.

SiteJab, in conformity with the law, has already posted a bond in the amount of \$250.00 with the Clerk of this Court, which shall remain posted until further order of the Court.

**SIGNED** this 24<sup>th</sup> day of January, 2023, at 2:22 p.m.



**DAVID A. CANALES**  
**PRESIDING JUDGE**